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Sacramento, CA 95814
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4 Attorneys for
5 Teichert Pipelines, Inc. and A. Teichert & Sons, Inc.
d/b/a Teichert Aggregates

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8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

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12 In re:
13 PG&E CORPORATION
14 and
15 PACIFIC GAS AND ELECTRIC COMPANY,
16 Debtors.

Case Nos.:
19-30088 (DM) – Lead Case
19-30089 (DM)
Chapter 11 Case

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**NOTICE OF CONTINUED
PERFECTION OF MECHANICS
LIEN PURSUANT TO 11 U.S.C. §
546(b)(2)**

- Affects PG&E Corporation
 Affects Pacific Gas and Electric Company
 Affect both Debtors

TEICHERT PIPELINES, Inc. ("TEICHERT"), by and through its undersigned counsel, hereby gives notice of continued perfection of its mechanics lien under 11 U.S.C. § 546(b)(2), as follows:

1. TEICHERT is a corporation that has provided and delivered labor, services, equipment, and/or materials for a work of improvement located in the County of San Mateo, State of California (the "Property") and owned by PG&E Corporation and/or Pacific

1 Gas and Electric Company (collectively, the "Debtors").

2 2. Through April 17, 2019, the amount owing to TEICHERT is at least
3 \$606,634.77, exclusive of accruing interest and other charges, with additional amounts owed
4 and accrued after April 17, 2019.

5 3. Teichert properly perfected its mechanics lien under California Civil Code §§
6 8400, *et seq.* by timely recording its Mechanics Lien (Claim of Lien) in the Official Records
7 of San Mateo County, State of California, as more fully described in its Mechanics Lien, a
8 true copy of which is attached hereto as Exhibit A, on or about April 19, 2019.

9 4. Pursuant to California Civil Code § 8460, an action to enforce a lien must be
10 commenced within 90 days after recordation of the claim of lien. However, due to the
11 automatic stay set forth in 11 U.S.C. § 362, TEICHERT is precluded from filing a state court
12 action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that when applicable law
13 requires seizure of property or commencement of an action to perfect, maintain, or continue
14 the perfection of an interest in property, and the property has not been seized or an action has
15 not been commenced before the bankruptcy petition date, then the claimant shall instead give
16 notice within the time fixed by law for seizing the property or commencing an action. (See
17 11 U.S.C. § 546(b)(2); see also In re Baldwin Builders (Village Nurseries v. Gould), 232 B.R.
18 406, 410-411 (9th Cir. 1999); Village Nurseries v. Greenbaum, 101 Cal.App.4th 26, 41 (Cal.
19 Ct. App. 2002).)

20 5. Accordingly, TEICHERT hereby provides notice of its rights as a perfected
21 lienholder in the Property pursuant to California's mechanics lien law. TEICHERT is filing
22 and serving this notice to preserve, perfect, maintain, and continue the perfection of its lien
23 and its rights in the Property to comply with the requirements of California state law, 11
24 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice
25 constitutes the legal equivalent of having commenced an action to foreclose the lien in the
26 proper court. By this notice, the Debtors and other parties in interest are estopped from
27 claiming that the lawsuit to enforce TEICHERT's mechanics lien was not timely commenced
28 pursuant to applicable state law. TEICHERT intends to enforce its lien rights to the fullest

1 extent permitted by applicable law. The interests perfected, maintained, or continued by
2 11 U.S.C. § 546(b)(2) extend in and to the proceeds, products, offspring, rents, or profits of
3 the Property.

4 6. The filing of this notice shall not be construed as an admission that such filing
5 is required under the Bankruptcy Code, the California mechanics lien law, or any other
6 applicable law. In addition, TEICHERT does not make any admission of fact or law, and
7 TEICHERT asserts that its lien is senior to and effective against entities that may have
8 acquired rights or interests in the Property previously.

9 7. The filing of this notice shall not be deemed to be a waiver of TEICHERT's
10 right to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of
11 any other rights or defenses.

12 8. TEICHERT reserves all rights, including the right to amend or supplement
13 this notice.

14
15 DATED: April 26, 2019

DOWNEY BRAND LLP

16
17 By: _____ /s/ Jamie P. Dreher
18 JAMIE P. DREHER
19 Attorney for
20 TEICHERT PIPELINES, INC. AND
21 A. TEICHERT & SONS, INC. D/B/A TEICHERT
22 AGGREGATES
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EXHIBIT A

RECORDING REQUESTED BY
REQUESTED BY SCOTT MCELHERN
WHEN RECORDED MAIL TO

NAME DOWNEY BRAND LLP
MAILING Scott McElhern
ADDRESS 621 Capitol Mall, 18th Floor
Sacramento, CA 95814
PHONE NUMBER (916) 444-1000

2019-028821 CONF

4:00 pm 04/19/19 MLL Fee: 113.00

Count of pages 8

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



* \$ R 0 0 0 2 6 8 9 6 6 0 \$ *

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CLAIM OF MECHANICS LIEN
(Cal. Civ. Code § 8416)

1. Teichert Pipelines, Inc. ("Claimant") claims a mechanics lien for the labor, services, equipment and/or materials described in paragraph 2, furnished for a Pacific Gas & Electric Company work of improvement located in the County of San Mateo, State of California, and more particularly described as follows:

Gas distribution main lines and service lines for the locations listed on the attached Exhibit A.

2. After deducting all just credits and offsets, the sum of \$606,634.77, plus interest accrued and accruing thereon at the maximum legal rate, is due Claimant for the following generally described labor, materials, services, and/or equipment: repairing or replacing existing gas distribution main and service facilities throughout PG&E's service territory, including prospecting, trenching, shoring, excavating, and off hauling of excess material; hauling import material, backfilling, compacting, compaction testing; hauling and handling of gas pipe, fittings, and appurtenances; placing, aligning, joining, and testing of all gas pipe, fittings, and appurtenances; performing tie-ins and cut-offs to existing PG&E gas facilities; installing and testing cathodic protection facilities.

3. Claimant furnished the work and materials at the request of and under contract with Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

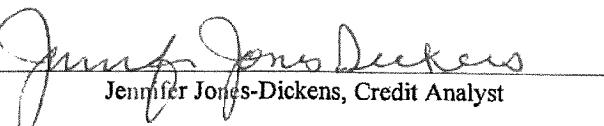
4. The name and address of the owner or reputed owner of the improvements is Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

5. Claimant's address is: 3500 American River Drive, Sacramento, CA 95864.

DATED: 4/17/19

TEICHERT PIPELINES, INC.

By:



Jennifer Jones-Dickens, Credit Analyst

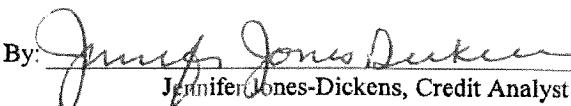
VERIFICATION

I, Jennifer Jones-Dickens, am a Credit Analyst for Teichert Pipelines, Inc., and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 4/17/19

TEICHERT PIPELINES, INC.

By: 

Jennifer Jones-Dickens, Credit Analyst

EXHIBIT A

| Street Location | County |
|---|---------------|
| 101 Lassen Dr. San Bruno, CA | San Mateo |
| 1019 Yosemite Dr. Pacifica, CA | San Mateo |
| 1021 Rudder Ln. Foster City, CA | San Mateo |
| 1030 Woodland Dr. Hillsborough, CA | San Mateo |
| 1033 Helm Ln. Foster City, CA | San Mateo |
| 104 Pinehurst Way South San Francisco, CA | San Mateo |
| 1043 Aragon Ct. Pacifica, CA | San Mateo |
| 105 Clark Dr. San Mateo, CA | San Mateo |
| 1063 Rosita Rd. Pacifica, CA | San Mateo |
| 107 Aragon Blvd. San Mateo, CA | San Mateo |
| 109 Rockwood Dr South San Francisco, CA | San Mateo |
| 11 Bay Lndg. San Mateo, CA | San Mateo |
| 110 Avila Rd. San Mateo, CA | San Mateo |
| 110 Livingston Terrace Dr. San Bruno, CA | San Mateo |
| 1100 Marlin Ave. Foster City, CA | San Mateo |
| 1105 Bromfield Rd. Hillsborough, CA | San Mateo |
| 1112 Bounty Dr. Foster City, CA | San Mateo |
| 1116 N Delaware St. San Mateo, CA | San Mateo |
| 112 Flying Mist Isle. Foster City, CA | San Mateo |
| 117 Primrose Rd. Burlingame, CA | San Mateo |
| 118 Castilian Way San Mateo, CA | San Mateo |
| 1180 Alameda De Las Pulgas San Carlos, CA | San Mateo |
| 12 Knapp Ct. San Mateo, CA | San Mateo |
| 120 Willow Ave. Millbrae, CA | San Mateo |
| 1210 2nd Ave. San Mateo, CA | San Mateo |
| 1220 Sleepy Hollow Ln. Millbrae, CA | San Mateo |
| 1229 Floribunda Ave. Burlingame, CA | San Mateo |
| 1232 Springwood Way Pacifica, CA | San Mateo |
| 1238 Edinburgh St. San Mateo, CA | San Mateo |
| 125 Redwood Dr. Hillsborough, CA | San Mateo |
| 125 Hilton Way Apt 4 Pacifica, CA | San Mateo |
| 125 Redwood Dr. Hillsborough, CA | San Mateo |
| 127 Chukker Ct. San Mateo, CA | San Mateo |
| 1309 Woodland Dr. San Mateo, CA | San Mateo |
| 131 Carmel Ave. Pacifica, CA | San Mateo |
| 1327 Marsten Rd. Burlingame, CA | San Mateo |
| 1370 Lasuen Dr. Millbrae, CA | San Mateo |
| 1381 Manzanita Dr. Millbrae, CA | San Mateo |
| 1389 Manzanita Dr. Millbrae, CA | San Mateo |

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| 1407 Yew St. San Mateo, CA | San Mateo |
| 141 N Ellsworth Ave. San Mateo, CA | San Mateo |
| 1411 Sanchez Ave. Burlingame, CA | San Mateo |
| 15 Elmwood Dr. Daly City, CA | San Mateo |
| 151 Ketch Ct. Foster City, CA | San Mateo |
| 1513 Oak St. San Mateo, CA | San Mateo |
| 153 Albacore Ln. Foster City, CA | San Mateo |
| 1540 Perez Dr. Pacifica, CA | San Mateo |
| 1559 Beach Park Blvd. Foster City, CA | San Mateo |
| 1560 Alturas Dr. Burlingame, CA | San Mateo |
| 160 Trimaran Ct. Foster City, CA | San Mateo |
| 1670 Crestwood Dr. San Bruno, CA | San Mateo |
| 1681 Crestwood Dr. San Bruno, CA | San Mateo |
| 1700 Crestwood Dr. San Bruno, CA | San Mateo |
| 1856 San Carlos Ave. San Carlos, CA | San Mateo |
| 190 Flying Cloud Isle. Foster City, CA | San Mateo |
| 1951 Evergreen Dr. San Bruno, CA | San Mateo |
| 198 Flying Cloud Isle. Foster City, CA | San Mateo |
| 2 Valleywood Ct. Pacifica, CA | San Mateo |
| 20 Longview Ct. Hillsborough, CA | San Mateo |
| 201 Lunetta Ave. Pacifica, CA | San Mateo |
| 2059 Dublin Way San Mateo, CA | San Mateo |
| 2071 Evergreen Dr. San Bruno, CA | San Mateo |
| 2105 Birch Ave. San Mateo, CA | San Mateo |
| 212 Del Monte Ave. South San Francisco, CA | San Mateo |
| 2125 Ensenada Way San Mateo, CA | San Mateo |
| 214 Camaritas Ave. South San Francisco, CA | San Mateo |
| 220 Rockwood Dr. South San Francisco, CA | San Mateo |
| 224 Moana Pl. Pacifica, CA | San Mateo |
| 228 Dwight Rd. Burlingame, CA | San Mateo |
| 2475 Skyfarm Dr. Hillsborough, CA | San Mateo |
| 25 Longview Ct. Hillsborough, CA | San Mateo |
| 250 Dundee Dr South San Francisco, CA | San Mateo |
| 250 Magnolia Ave. Millbrae, CA | San Mateo |
| 255 Seaside Dr. Pacifica, CA | San Mateo |
| 2705 Ralston Ave. Hillsborough, CA | San Mateo |
| 2750 Adeline Dr. Burlingame, CA | San Mateo |
| 2751 Summit Dr. Hillsborough, CA | San Mateo |
| 2790 Junipero Serra Blvd. Daly City, CA | San Mateo |
| 2830 Hacienda St. San Mateo, CA | San Mateo |
| 2843 Fernwood St. San Mateo, CA | San Mateo |
| 2870 Crestmoor Dr. San Bruno, CA | San Mateo |
| 2885 Canyon Rd. Burlingame, CA | San Mateo |

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| 3 Valleywood Ct. Pacifica, CA | San Mateo |
| 30 Trophy Ct. Hillsborough, CA | San Mateo |
| 3011 Beverly St. San Mateo, CA | San Mateo |
| 3030 Flores St. San Mateo, CA | San Mateo |
| 31 Seville Way South San Francisco, CA | San Mateo |
| 311 Boothbay Ave. Foster City, CA | San Mateo |
| 318 Beverly Ave. Millbrae, CA | San Mateo |
| 32 Seville Way South San Francisco, CA | San Mateo |
| 338 Castilian Way San Mateo, CA | San Mateo |
| 35 Live Oak Ln. Hillsborough, CA | San Mateo |
| 36 Seville Way San Mateo, CA | San Mateo |
| 364 Franklin St. San Mateo, CA | San Mateo |
| 37 Crystal Springs Rd. San Mateo, CA | San Mateo |
| 3811 Colby Way San Bruno, CA | San Mateo |
| 384 Seaside Dr. Pacifica, CA | San Mateo |
| 39 Seville Way South San Francisco, CA | San Mateo |
| 412 C St. Apt 1. South San Francisco, CA | San Mateo |
| 415 Commercial Ave. South San Francisco, CA | San Mateo |
| 422 25th St. San Mateo, CA | San Mateo |
| 425 Dellbrook Ave. South San Francisco, CA | San Mateo |
| 425 Fairfax Ave. San Mateo, CA | San Mateo |
| 431 Hillcrest Rd. San Mateo, CA | San Mateo |
| 431 Madison Ave. San Bruno, CA | San Mateo |
| 454 1st Lane South. South San Francisco, CA | San Mateo |
| 454 25th St. San Mateo, CA | San Mateo |
| 463 1st Lane South. South San Francisco, CA | San Mateo |
| 50 Conejo Dr. Millbrae, CA | San Mateo |
| 500 Warren Rd. San Mateo, CA | San Mateo |
| 504 Colgate Way San Mateo, CA | San Mateo |
| 506 Poinsettia Ave. San Mateo, CA | San Mateo |
| 508 Larch Ave South. South San Francisco, CA | San Mateo |
| 510 Almer Rd. Burlingame, CA | San Mateo |
| 515 California Ave. South San Francisco, CA | San Mateo |
| 519 Cornell Ave. San Mateo, CA | San Mateo |
| 531 Warren Rd. San Mateo, CA | San Mateo |
| 55 Waverly Ct South San Francisco, CA | San Mateo |
| 554 Brighton Rd. Pacifica, CA | San Mateo |
| 557 Hayne Rd. Hillsborough, CA | San Mateo |
| 60 Tobin Clark Dr. Hillsborough, CA | San Mateo |
| 601 Chiltern Rd. Hillsborough, CA | San Mateo |
| 603 Gloucester Ln. Foster City, CA | San Mateo |
| 604 Oregon Ave. San Mateo, CA | San Mateo |
| 608 Alta Ave. San Mateo, CA | San Mateo |

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| 610 Edinburgh St. San Mateo, CA | San Mateo |
| 622 Fordham Rd. San Mateo, CA | San Mateo |
| 635 Arguello Blvd. Pacifica, CA | San Mateo |
| 644 Celestial Ln. Foster City, CA | San Mateo |
| 646 Celestial Ln. Foster City, CA | San Mateo |
| 654 Celestial Ln. Foster City, CA | San Mateo |
| 662 Celestial Ln. Foster City, CA | San Mateo |
| 690 Crespi Dr. Pacifica, CA | San Mateo |
| 715 9th Ave. San Mateo, CA | San Mateo |
| 720 Tulane Ct. San Mateo, CA | San Mateo |
| 722 Linden Ave. Burlingame, CA | San Mateo |
| 728 Lundy Way Pacifica, CA | San Mateo |
| 749 Crestview Dr. Millbrae, CA | San Mateo |
| 772 Celestial Ln. Foster City, CA | San Mateo |
| 783 Lundy Way Pacifica, CA | San Mateo |
| 800 Clydesdale Dr. Hillsborough, CA | San Mateo |
| 804 Oddstad Blvd. Pacifica, CA | San Mateo |
| 808 Constellation Ct. Redwood City, CA | San Mateo |
| 810 Mediterranean Ln. Redwood City, CA | San Mateo |
| 855 Gull Ave. Foster City, CA | San Mateo |
| 869 Gull Ave. Foster City, CA | San Mateo |
| 877 Helen Dr. Millbrae, CA | San Mateo |
| 887 Boardwalk Pl. Redwood City, CA | San Mateo |
| 9 Seville Way San Mateo, CA | San Mateo |
| 90 Tobin Clark Dr. Hillsborough, CA | San Mateo |
| 920 Chiltern Rd. Hillsborough, CA | San Mateo |
| 946 Evergreen Way Millbrae, CA | San Mateo |
| 953 Flying Fish St. Foster City, CA | San Mateo |
| 955 W Santa Inez Ave. Hillsborough, CA | San Mateo |
| 960 Helen Dr. Millbrae, CA | San Mateo |

NOTICE OF MECHANICS LIEN CLAIM

ATTENTION!

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.clb.ca.gov.

PROOF OF SERVICE AFFIDAVIT

I, Mary Dowd declare:

On April 19, 2019, at Sacramento, California, I served the enclosed:

CLAIM OF MECHANIC'S LIEN

by enclosing true and correct copies thereof in sealed envelopes, with postage thereon fully prepaid, using one of the following described mailing methods:

- Registered Mail, Return Receipt Requested;
- Certified Mail, Return Receipt Requested;
- Express Mail; or
- Overnight delivery by an express service carrier.

The envelope was addressed as follows:

Pacific Gas & Electric Company
77 Beale Street, 32nd Floor
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on April 19, 2019, at Sacramento, California.



Mary Dowd